

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "**Agreement**"), dated as of the 19th day of March, 2014, by and between Radio Disney Group, LLC, a Delaware limited liability company ("**Seller**"); and Catholic Radio Network, Inc., a Missouri not-for-profit corporation ("**Buyer**");

WHEREAS, Seller is the licensee and operator of AM Broadcast Station KPHN, 1190 kHz, Kansas City, Missouri, FCC Facility ID #4373 (the "**Station**"); and

WHEREAS, the Seller desires to sell and the Buyer desires to purchase the assets, authorizations and goodwill of the Station in order to serve the public interest, convenience and necessity;

WHEREAS, the grant by the Federal Communications Commission ("**Commission**" or "**FCC**") of an application on FCC Form 314 for Commission consent for assignment of license of the Station (which application will contain this Agreement), is an express condition precedent to the obligation of the parties to consummate a purchase of the Station; and

WHEREAS, Seller filed with the FCC a Notification of Suspension of Operations/Request for Silent STA, and the Station suspended broadcast operations beginning on September 28, 2013 pursuant thereto.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assets to Be Sold.** In consideration for the payments and other good and valuable consideration stated in the paragraphs below, and upon the terms and conditions set forth herein, on the Closing Date, Seller shall sell, assign, transfer, convey and deliver to Buyer free and clear of all liens, claims, encumbrances, security interests, charges and restrictions ("**Liens**"), except for Permitted Liens, all of Seller's right, title and interest in and to the assets owned by Seller and used or held for use exclusively in the operation of the Station as follows (hereinafter the "**Sale Assets**") other than the Excluded Assets:

a. The Station's license granted by the FCC in File No. BL-20070924AVV, granted December 20, 2007, as renewed in File No. BR-20120928AXP, through and including its expiration date of

February 1, 2021, together with any modifications thereof and any and all broadcast auxiliary stations, a list of which is attached hereto as Schedule A (the "**FCC Licenses**"), and any state, county, municipal or special taxing district permits related to the use of the Station's physical facilities ("**Other Authorizations**").

b. All personal property of Seller used or held exclusively for use in the operation of the Station that is (i) located at the Station's transmitter site, including but not limited to the Station's four tower directional AM antenna array (FCC Antenna Structure Registration ("**ASR**") Numbers 1007953, 1063332, 1063335 and 1063336), the Station's antenna ground system, its transmitter, phasing equipment, related RF transmission equipment and cables, any buildings or shelters, and (ii) the studio and office equipment and furniture and fixtures and any other broadcasting assets located at the Station's main studio facility, including all assets listed on Schedule B attached hereto and incorporated herein by reference (the "**Tangible Personal Property**").

c. All Seller's leasehold interest in the transmitter site real estate lease and/or license with street address of 6200 East 35th Street, Kansas City, Jackson County, Missouri, comprising 11 acres more or less, upon which is situated the Station's transmitter and antenna towers bearing ASR numbers 1007953, 1063332, 1063335 and 1063336, a true and accurate copy of said lease or license is attached hereto as Schedule C and incorporated herein by reference (the "**Real Estate Lease**");

d. Any and all logs pertaining to the Station's operations, the "public file" required by 47 C.F.R. §73.3526 to be maintained for the Station, and other records relating to the Station's broadcast operations maintained or possessed by the Seller, including research, reference and/or instruction books and/or manuals for all equipment used in transmission, control and/or monitoring of the Station as well as inspection reports covering the period commencing on January 1, 2010 through the Closing Date that may be in the possession of Seller, but excluding the corporate and financial records of the Seller;

e. The call letters "K P H N"; and

f. The goodwill associated with the Station acquired on or before the Closing Date.

2. **Consideration.** As the total consideration for Seller's sale to Buyer of all of the Sale Assets, Buyer shall pay to Seller a purchase price of SEVEN HUNDRED THOUSAND DOLLARS (\$700,000.00) (the "**Purchase Price**") in lawful money of the United States of America, as follows:

a. Within two business days of the execution of this Agreement, Buyer will deliver THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00) representing the Down Payment to William B. Schutz, as escrow agent for this transaction ("**Escrow Agent**"). The Escrow Agreement relative to said Down Payment is attached hereto as Exhibit 1 and shall be executed by Buyer, Seller and Escrow Agent contemporaneously with this Agreement.

b. At Closing, the Down Payment shall be applied to the Purchase Price to be paid to Seller, and Buyer shall pay to Seller SIX HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$665,000.00) by wire transfer, plus or minus any adjustments called for in Section 2(c) below.

c. All taxes and assessments, utility bills and other ongoing costs of usual operation of the Station shall be prorated to the Closing Date, and the Purchase Price shall be adjusted upward or downward as the case may be. Seller and Buyer shall equally share all sales or use taxes, transfer taxes, and similar taxes and fees incurred in connection with the Closing, together with any costs of recordation, filing fees or the like. Whoever is the licensee on the last day for the payment of annual FCC regulatory fees shall be responsible for their payment (these fees are not subject to proration).

3. **Excluded Assets.** Notwithstanding Section 1, the following assets and asset groups are excluded from the Sale Assets (the "**Excluded Assets**"):

a. All intellectual property of the Seller and its affiliated entities;

b. Any cash on hand;

c. any bank accounts, cash equivalents and securities and other investments;

d. All accounts receivable of the Station and notes receivable in favor of Seller;

e. Seller's books and records not pertaining to the Sale Assets or the Station's broadcast operations, including records pertaining to corporate organization, taxation, employee pension and other benefit plans, or accounts receivable;

f. All operating contracts pertaining to the Station, including contracts for spot advertising time and for block program time on the Station;

g. All motor vehicles, personal computers, office equipment, office supplies and other tangible personal property located at the Station's main studio facility unless listed on Schedule B; and

h. Any miscellaneous assets listed on Schedule D appended hereto.

4. **No Liabilities Assumed Other Than Those Expressly Disclosed.** Other than the Real Estate Lease (the "Assumed Liabilities"), Buyer does not assume, pay or discharge any debts or obligations of Seller with respect to the Station, including without limitation those arising with respect to Seller's employees and taxes. In this regard, as Buyer intends to operate the Station as a non-commercial, educational AM station on and after Closing, Seller agrees that (a) it will not sell any advertising on the Station which is to be aired on or after the Closing Date and (b) it will ensure that the Station will perform all commercial announcements that it is required to air pursuant to barter or "trade out" contracts prior to the Closing Date, so that its barter balance is no worse than "zero" (any products or services which have accrued in favor of Seller as the result of such barter or "trade out" contracts shall remain the property of Seller on or after the Closing Date). Any and all liabilities pertaining to the Station which are incurred by or on behalf of the Station subsequent to the Closing Date may only be incurred by the Buyer and shall be discharged by the Buyer.

5. **Commission Consent.** It is understood and agreed by Buyer and Seller that the prior written consent of the Commission to the voluntary assignment of the FCC Licenses from Seller to Buyer (the "**FCC Consent**") is required before the Closing can occur. Seller and Buyer shall take all steps reasonably necessary to file an application on FCC Form 314 requesting the FCC Consent (the "**Application**") within ten (10) business days of the date hereof. Except as otherwise provided herein, each party shall pay its own legal fees and other expenses incurred with the preparation and execution of this Agreement and the Application. Buyer's portion of the Application shall demonstrate that Buyer is a non-profit corporation and will contain a showing that it is non-feeable. In the event that the Commission assesses an application fee upon the Application, then such fee shall be paid promptly by Buyer.

6. **Closing Date.** For purposes of this Agreement, the closing of the sale and purchase of the Sale Assets as contemplated by this Agreement (the "**Closing**") shall be held on a date to be agreed upon by Buyer and Seller but in no event more than five business days subsequent to the date upon which all conditions to Closing have been satisfied or waived (the "**Closing**");

Date"). The Closing shall take place at noon Pacific time on the Closing Date with all documents that are to be delivered by Buyer and Seller at the Closing to be delivered to the other party's respective counsel prior to such time, and held in escrow by such counsel until the Closing is effectuated. The Closing shall be effective as of 12:01 am on the Closing Date.

7. **Time of the Essence.** Time is of the essence in the completion of this Agreement and the consummation thereof.

8. **Seller's Representations and Warranties.** Except as set forth on Schedule E, Seller hereby represents and warrants each of the following as of the date hereof, the truth and accuracy of each of which have induced Buyer to enter into this Agreement:

a. *Organization, Standing and Authority.* Seller is a limited liability company duly organized and validly existing under the laws of the State of Delaware. Seller is authorized to do business in the State of Missouri as a foreign entity. Seller has all requisite power and authority (i) to own, lease, and use the Sale Assets as now owned, leased, and used, (ii) to conduct the business and operations of the Station as now conducted, and (iii) to execute and deliver this Agreement and the documents contemplated hereby and thereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Seller hereunder and thereunder. Seller is not a participant in any joint venture or partnership with any other person or entity with respect to any part of the operations of the Station or any of the Sale Assets.

b. *Authorization and Binding Obligation.* The execution, delivery, and performance of this Agreement by Seller have been duly authorized by all necessary actions on the part of Seller and its members. This Agreement has been duly executed and delivered by Seller and constitutes the legal, valid, and binding obligations of Seller, enforceable against it in accordance with its terms except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally, and by judicial discretion in the enforcement of equitable remedies.

c. *Absence of Conflicting Agreements.* Subject to obtaining the FCC Consent, the execution, delivery, and performance by Seller of this Agreement and the documents contemplated hereby and thereby (with or without the giving of notice, the lapse of time, or both): (i) do not require the consent of any third Parties; (ii) will not conflict with any provision of the organizational documents of Seller; (iii) will not conflict with, result in a breach of, or constitute a default under, any law, judgment, order, ordinance, injunction, decree,

rule, regulation, or ruling of any court or governmental instrumentality applicable to Seller or its property; (iv) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license, or permit to which Seller is a party or by which Seller may be bound such that Seller could not meet its obligations hereunder; and (v) will not create any Lien upon any of the Sale Assets.

d. *Governmental Licenses.* Schedule A includes a true and complete list of the Station's licenses issued by the FCC. Seller is the authorized holder of the FCC Licenses. The FCC Licenses and Other Authorizations comprise all of the licenses, permits, and other authorizations required from any governmental or regulatory authority for the lawful conduct of the business and operations of the Station in the manner and to the full extent they are now conducted, and none of the FCC Licenses are subject to any restriction or condition not disclosed therein that would limit the full operation of the Station as now operated. The FCC Licenses and Other Authorizations are in full force and effect. The Station has not been off the air for twelve consecutive months at any time during Seller's tenure as its licensee and is not subject to automatic license forfeiture required by 47 U.S.C. §312(g). To Seller's knowledge, there are no FCC enforcement proceedings or investigations ongoing pertaining to the Station, and Seller has no knowledge of or reason to believe that any such proceedings or investigations are pending or threatened against the Station. To Seller's knowledge, all of the Station's regulatory fees have been paid. Seller has operated the Station in compliance with the FCC Licenses except to the extent a failure to so comply would not materially adversely affect Seller's broadcast rights under the FCC Licenses.

e. *Title and Condition of Tangible Personal Property.* Schedule B is an accurate listing of all Tangible Personal Property which is the subject of this Agreement except for property that is not material to the Station's broadcast operations. Seller owns and has good title to each item of Tangible Personal Property, and on the Closing Date, none of the Tangible Personal Property owned by Seller will be subject to any Lien other than Permitted Liens (as defined). Each item of Tangible Personal Property on Schedule B is available for immediate use in the business and operations of the Station. As of the Closing Date, said Tangible Personal Property will be sufficient in number, maintained according to the standards of good engineering practice, and will be in good working order to permit the Station to operate at the full power levels authorized in the Station's FCC license and to permit the station's

directional antenna system to be operated in accordance with the Station's licensed antenna parameters.

f. *Real Estate.* Schedule C includes an accurate copy of the current lease or license stating the agreement between landlord and Seller as to the use of the real estate at 6200 East 35th Street, Kansas City, Missouri. To the best of Seller's knowledge, the operation of the Station upon the Real Estate complies with the laws, statutes, ordinances and regulations of all federal, state, county, municipal and special taxing districts having jurisdiction over the Real Estate. Seller has no knowledge of any proceeding related to the continued right to conduct AM broadcasting operations from the Real Estate.

g. *Assumed Contracts.* Except for the Real Estate Lease, Buyer is not assuming any contracts, obligations or understandings of the Seller regarding the Station.

h. *Intangibles.* No intangible personal property other than the FCC Licenses, Other Authorizations and the call letters "K P H N" are being sold hereunder.

i. *HD Broadcasting.* Although Seller is authorized to engage in digital AM broadcasting pursuant to FCC File No. BDN-20070920ADR, it is not engaging in digital AM broadcasting at the present time.

j. *Reports.* All material reports, and statements that Seller is currently required to file with the FCC or with any other governmental agency with respect to the Station have been or will be filed as of the Closing Date.

k. *Taxes.* Seller has paid and discharged all taxes, assessments, excises and other levies related to the Sale Assets, which if due and not paid, would interfere with Buyer's full use of the Sale Assets, excepting such taxes, assessments, excises and levies which will not be due until the Closing Date or which will be prorated between Seller and Buyer under section 2(c). To Seller's knowledge, there are no governmental investigations or other legal, administrative, or tax proceedings pursuant to which Seller is or could be made liable for any taxes, penalties, interest or other charges, the liability for which could extend to Buyer as transferee of the Sale Assets, and no event has occurred that would impose on Buyer any transferee liability for any taxes, penalties, or interest due or to become due from Seller.

l. *Claims and Legal Actions.* Except for any routine investigations or rulemaking proceedings generally affecting the broadcasting industry, Seller has no knowledge of any other

claim, legal action, counterclaim, suit, arbitration, governmental investigation or other legal or administrative proceeding, nor any order, decree or judgment, in progress or pending, or to Seller's knowledge threatened, against or relating to Seller with respect to its ownership or operation of the Station or otherwise relating to the Sale Assets.

m. *Environmental Matters.*

(1) To Seller's knowledge, (a) Seller has complied with all laws, rules, and regulations of all federal, state, and local governments (and all agencies thereof) concerning the environment and public health and safety ("**Environmental Laws**") other than instances that would have a material adverse effect of the Station's broadcast operations, (b) no charge, complaint, action, suit, proceeding, hearing, investigation, claim, demand, or notice has been filed or commenced against Seller in connection with its ownership or operation of the Station alleging any failure of Seller to comply with any such law, rule, or regulation and (c) there are no circumstances that may interfere with Seller's compliance in the future.

(2) To Seller's knowledge, there is no basis related to the past or present operations of the Station by Seller for any present or future charge, complaint, action, suit, proceeding, hearing, investigation, claim, or demand against Seller under any Environmental Law.

n. *Compliance with Laws.* Seller has complied in all material respects with all federal, state, and local laws, rules, regulations, and ordinances applicable or relating to the ownership of the Sale Assets and operation of the Station, except for those related to the FCC License and Environmental Laws which are addressed elsewhere in this Agreement.

o. *Full Disclosure.* No representation or warranty made by Seller in this Agreement or in any certificate, document, or other instrument furnished or to be furnished by Seller pursuant hereto contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact required to make any statement made herein or therein not misleading. There are no contingent or undisclosed liabilities related to the Station for which Buyer will be liable in any way.

p. *Broker.* Other than media broker William B. Schutz of Schutz & Company, Williamsburg, Virginia, who has assisted Seller in this transaction and whose fees and expenses are the sole responsibility of Seller, neither Seller nor any person acting on Seller's behalf has incurred any liability for any

finders' or brokers' fees or commissions with any person or entity in connection with the transactions contemplated by this Agreement.

9. **Buyer's Representations and Warranties.** Buyer represents and warrants to Seller as of the date hereof, the truth and accuracy of each of the following being expressly material to Seller's execution of this Agreement, as follows:

a. *Organization, Standing and Authority.* Buyer is a not-for-profit corporation duly organized and validly existing under the laws of the State of Missouri. Buyer has all requisite corporate power and authority (i) to own, lease, and use the Sale Assets as now owned, leased, and used, (ii) to conduct the operations of the Station, and (iii) to execute and deliver this Agreement and the documents contemplated hereby and thereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Buyer hereunder and thereunder.

b. *Authorization and Binding Obligation.* The execution, delivery, and performance of this Agreement by Buyer have been duly authorized by all necessary actions on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and constitutes the legal, valid, and binding obligations of Buyer, enforceable against Buyer in accordance with its respective terms except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

c. *Absence of Conflicting Agreements.* Subject to obtaining the FCC Consent, the execution, delivery, and performance by Buyer of this Agreement and the documents contemplated hereby and thereby (with or without the giving of notice, the lapse of time, or both): (i) do not require the consent of any third Party; (ii) will not conflict with the Articles of Incorporation or By-laws of Buyer; (iii) will not conflict with, result in a breach of, or constitute a default under, any law, judgment, order, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality applicable to Buyer or its property; and (iv) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license, or permit to which Buyer is a party or by which Buyer may be bound, such that Buyer could not acquire or operate the Sale Assets.

d. *Broker.* Neither Buyer nor any person acting on Buyer's behalf has incurred any liability for any finders' or brokers' fees or commissions in connection with the transactions contemplated by this Agreement.

e. *Qualification.* Buyer is legally qualified, including but not limited to the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC to acquire the Station and to timely consummate all of the transactions called for herein, and no waiver will be necessary under the rules, regulations and policies of the FCC for Buyer to acquire the Station. Buyer has cash available or has existing borrowing facilities which, together with its available cash, are sufficient to enable it to consummate the transactions contemplated by this Agreement.

f. *Full Disclosure.* No representation or warranty made by Buyer in this Agreement or in any certificate, document, or other instrument furnished or to be furnished by Buyer pursuant hereto contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact and required to make any statement made herein or therein not misleading.

g. *Claims and Legal Actions.* There is currently no litigation pending or to the knowledge of Buyer, threatened, against or relating to Buyer that would prevent or materially impede the consummation of the transactions contemplated by this Agreement, nor does Buyer know of any basis, including performance of Buyer's obligations set forth herein, for such litigation. Buyer is not subject to any order, judgment, writ, injunction or decree of any court or governmental agency or entity which could have a material adverse affect on its ability to consummate the transactions contemplated herein.

10. **Conditions Precedent to Buyer's Obligation to Close.**

The obligations of Buyer under this Agreement are, at its election, subject to the fulfillment on or prior to the Closing Date of each of the following conditions precedent. The parties agree and understand that Buyer's decision to enter into and perform under the terms of this Agreement has been materially premised upon the fulfillment of each of the following conditions, and Seller agrees that all of them are material:

a. The Commission has granted the FCC Consent without any conditions or modifications which are materially adverse to Buyer's operation of the Station or which materially diminish the rights of a licensee with respect to the Station, and it shall be

final and no longer subject to administrative or judicial action, review, rehearing or appeal (a "**Final Order**")

b. Seller shall be the holder of the FCC Licenses, and that the station shall have returned to the air for at least one full day prior to July 31, 2014;

c. That all representations and warranties of Seller contained in this Agreement shall be true and complete in all material respects at and as of the Closing Date as though made at and as of that time except to the extent that breaches of the representations and warranties of Seller materially adversely affect the Sale Assets taken as a whole.

d. That Seller shall have performed and complied in all material respects with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

e. That the landlord of the Real Estate shall have consented to the assignment and assumption of the Real Estate Lease.

f. Seller shall have delivered to Buyer's counsel as provided in Section 6 the following instruments and documents, all of which shall be in a form reasonably satisfactory to Buyer:

i. An instrument legally sufficient to effectuate the assignment of the FCC Licenses from Seller to Buyer;

ii. One or more bills of sale to convey the Tangible Personal Property to Buyer;

iii. An assignment and assumption of the Real Estate Lease, duly consented to by the landlord of the Real Estate.

iv. A certificate of Seller certifying that (a) all representations and warranties of Seller contained in this Agreement are true and complete in all material respects at and as of the Closing Date as though made at and as of that time (except to the extent that breaches of the representations and warranties of Seller materially adversely affect the Sale Assets taken as a whole) and (b) that Seller has performed and complied in all material respects with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date; and

v. Any other closing document or instrument reasonably requested by Buyer or its counsel which may be needed to effectuate all of the transactions called for by this Agreement.

h. No suit, action, claim or governmental proceeding shall be pending, and no order, decree or judgment of any court, agency or other governmental authority shall have been rendered against Buyer or Seller which: (i) would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms; (ii) questions the validity or legality of any transaction contemplated hereby; or (iii) seeks to enjoin any transaction contemplated hereby.

11. Conditions Precedent to Seller's Obligations. The obligations of Seller under this Agreement are, at its election, subject to the satisfaction on or prior to the Closing Date of each of the following conditions precedent. The parties agree and understand that Seller's decision to enter into and perform under the terms of this Agreement has been materially premised upon the fulfillment of each of the following conditions, and Buyer agrees that all of them are material:

a. The Commission has granted the FCC Consent without any conditions or modifications which, in Seller's reasonable judgment, are materially adverse to Seller and no complaint, petition, protest, appeal, request or other filing is pending or, based upon Seller's reasonable determination, threatened with respect to the FCC Consent;

b. All of the representations and warranties of Buyer contained in this Agreement shall be true and complete in all material respects at and as of the Closing Date as though made at and as of that time;

c. Buyer shall have performed and complied in all material respects with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date;

d. Buyer shall pay the consideration in the manner prescribed in Section 2 above;

e. Buyer shall have delivered to Seller's counsel as provided in Section 6 the following instruments and documents, all of which shall be in a form reasonably satisfactory to Seller:

i. A certificate of Buyer certifying that (a) all representations and warranties of Seller contained in this

Agreement are true and complete in all material respects at and as of the Closing Date as though made at and as of that time and (b) that Buyer has performed and complied in all material respects with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date; and

ii. an assignment and assumption of the Ibiquity Agreement, if Buyer elects to assume it.

g. No suit, action, claim or governmental proceeding shall be pending, and no order, decree or judgment of any court, agency or other governmental authority shall have been rendered against Buyer or Seller which: (i) would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms; (ii) questions the validity or legality of any transaction contemplated hereby; or (iii) seeks to enjoin any transaction contemplated hereby.

12. **Parties Actions Prior to Closing.**

a. The parties agree and pledge to each other mutual cooperation to achieve the FCC Consent, including but not limited to prosecuting the Application in good faith and in due diligence so as to achieve grant and finality thereof as expeditiously as practicable, and to take no action to delay or defeat approval.

b. Buyer shall take commercially reasonable efforts to obtain a title insurance policy in a standard ALTA extended coverage form, insuring Buyer's fee simple title to the Real Estate, free and clear of all Encumbrances (except for Permitted Encumbrances), with liability limits in the amount of the Purchase Price reasonably allocated to the Real Estate (the **"Title Policy"**).

c. On and after the date hereof and through the Closing Date, the parties shall consult with each other before issuing any press release or otherwise making any public statements with respect to this Agreement or the transactions contemplated hereby, and neither party shall issue any press release or make any public statement prior to obtaining the other parties' written approval, which approval shall not be unreasonably withheld, except that no such approval shall be necessary in connection with the Application or to the extent disclosure may be required by applicable Law or any securities exchange listing agreement.

13. **Termination.**

a. In the event that the FCC Consent shall not have been granted by April 30, 2015 or the Closing not occurred by June 30, 2015, either party shall have the right to unilaterally terminate this agreement by giving written notice to the other party of its intention to do so, provided that the party seeking to so terminate is not itself in material breach hereof. Upon such notice, this Agreement shall have no further force and effect.

b. If the Commission designates the Application for hearing, either party shall have the option of terminating this Agreement by notice to the other party prior to the commencement of the hearing if the terminating party is not in default under the provisions of this Agreement; provided that the terminating party shall not be entitled to terminate this Agreement if the hearing results from or was caused by (i) any failure on the part of such party to furnish or make available to the Commission information required to be supplied by such party, or (ii) the willful furnishing by such party of incorrect, inaccurate or incomplete information to the Commission, or (iii) a protest resulting from the solicitation of such protest by the party seeking to terminate this Agreement.

c. If this Agreement is terminated pursuant to Sections 13(a) or (b), neither party shall have any liability to the other; this Agreement in its entirety shall be deemed null, void and of no further force and effect, and the parties shall jointly instruct the Escrow Agent to release the Down Payment to Buyer pursuant to the terms of the Escrow Agreement.

d. In the event of a material breach of any representation, warranty or covenant by either party, the other party may terminate this Agreement by giving notice to the breaching party, provided (i) that the terminating party is not then in default of any of its obligations under this Agreement, and (ii) that such breach is not cured within ten (10) business days after receipt by the breaching party of the notice. If Seller is the terminating party, Seller shall be entitled to the Down Payment as its sole and exclusive remedy for the breach, and the parties shall jointly instruct the Escrow Agent to release the Down Payment to Seller pursuant to the terms of the Escrow Agreement.

14. **Risk of Loss.**

a. Seller shall bear all risk of loss in connection with the Sale Assets prior to the Closing Date. In the event of a "material" (as defined in Section 14(b)) loss or damage prior

to the Closing, Seller shall notify Buyer within fifteen (15) business days after the occurrence of such material loss or damage that Seller either (i) elects to promptly restore, replace or repair the damaged assets to their previous condition at Seller's sole cost and expense (a "**Restoration Election**") or (ii) makes an offer to reduce the Purchase Price to reflect Seller's estimate of the reduction in value caused by such material loss or damage ("**Reduction Offer**"). Within ten (10) business days after receiving Seller's notice (or if Buyer fails to provide any notice), Buyer shall have the right to (i) terminate this Agreement, (ii) accept the Reduction Offer, in which case the Purchase Price shall be so reduced and the Closing shall proceed as set forth in this Agreement, or (iii) if Seller makes a restoration Election, defer the Closing Date until such restorations, replacements or repairs are made (provided that no such deferral shall affect the rights of the parties to terminate this Agreement pursuant to Section 13). If Buyer defers the Closing Date and (i) if, on the date which would have been the Closing Date if no loss or damage had occurred or within thirty (30) days after the date which would have been the Closing Date (if, but only if, such loss or damage occurs within thirty (30) days prior to such date which would have been the Closing Date), Seller has not commenced, or made arrangements for, restoration, replacement or repair, or (ii) if, one hundred twenty (120) days after the event of such loss or damage, such restoration, replacement or repair is not completed, Buyer may, at its sole option, terminate this Agreement by written notice to Seller.

b. For purposes of this Section 14 only, loss or damage shall be deemed "material" if the cost to repair, replace, or restore the lost or damaged Sale Assets exceeds \$10,000 or if it would prevent Station from operating at its full licensed parameters for longer than 48 hours. In the event of a loss or damage to the Assets prior to the Closing that does not qualify as material hereunder, the Purchase Price shall be reduced by the cost to repair, replace or restore the lost or damaged Sale Assets.

c. If the Parties are unable to agree upon the extent of any loss or damage, the cost to repair, replace or restore any lost or damaged property, the adequacy of any repair, replacement, or restoration of any lost or damaged property, or any other matter arising under this Section, the disagreement shall be referred to a qualified member of the Association of Federal Communications Consulting Engineers mutually acceptable to Seller and Buyer whose decision shall be final, and whose fees and expenses shall be paid one-half by Seller and one-half by Buyer.

16. **Allocations.** Prior to the Closing Date or as soon as practicable thereafter, Seller and Buyer shall agree in writing to the allocation of the Purchase Price among the Sale Assets (the "**Allocation**"). Buyer and Seller agree to act in accordance with the Allocation in the preparation and filing of their respective IRS Form 8594's and all tax returns and in the course of any related tax audit, appeal or litigation. In the event the Purchase Price shall be adjusted pursuant to this Agreement, the Allocation shall be modified on such basis as Buyer and Seller agree to reflect in such adjustment.

17. **Bankruptcy; Contingent or Undisclosed Liabilities.** Seller is not in bankruptcy. Seller warrants that it has no contingent or undisclosed liabilities which will or may affect Buyer's title in the Sale Assets. The parties agree that Buyer is not liable for any contingent or undisclosed liabilities of Seller.

18. **Interference with Operations.** From the date hereof onward until the Closing Date, Buyer shall not attempt to interfere with the operations of Seller and the Station; however, Buyer shall be permitted a reasonable opportunity to review books and records of the Station and to inspect the physical condition of the Sale Assets. Nothing contained in the foregoing provision shall preclude Seller and Buyer from entering into a "Time Brokerage Agreement" which adheres to the rules, regulations, case law and policies of the FCC. Upon the Closing Date, and thereafter, Seller shall make no attempt to control the Station, incur any debts or obligations against the Station, or otherwise interfere in the operations of the Station; provided that nothing contained in this paragraph shall preclude any officer or employee of Seller from serving as a management employee of the Station under the direction and control of Buyer. However, and notwithstanding any provision in this Agreement, prior to the Closing Seller may not, without the prior written consent of the Buyer, such consent not to be unreasonably withheld:

a. Make any substantial change in the business of the Station, except such changes as are unlikely to have any material adverse impact upon the Sale Assets;

b. Sell, lease, transfer or otherwise dispose of any Sale Asset without obtaining a suitable replacement acceptable to Buyer before the Closing Date, provided that any replacement item which improves the inventory of Sale Assets shall result in an upward adjustment of the Purchase Price by the actual cost of such item;

c. Mortgage, pledge or encumber any Sale Asset;

d. Waive or agree to waive any rights of material value relating to the Sale Assets or allow to lapse or fail to keep in force any license, permit, authorization or other right relating to the Sale Assets;

e. Except in the ordinary course of business, make or permit any amendment or termination of any material contract, agreement or license included in the Sale Assets;

f. Enter into any agreement with any employee binding Buyer to utilize said employee's services in connection with the Station other than an employment agreement terminable at will; or

g. Become a party to any cash, trade or barter agreement for the sale of air time requiring announcements to be made over the Station subsequent to the Closing Date.

19. **Public Notices.** Seller shall prepare and give at its expense all public notices as are required pursuant to 47 C.F.R. §73.3580.

20. **Successors and Assigns.** Except with the written consent of the other party, neither party shall assign this Agreement, in whole or in part, whether by operation of law or otherwise, without the prior written consent of the non-assigning party; and any purported assignment contrary to the terms hereof shall be null, void and of no force and effect. In no event shall any assignment by either party of its respective rights and obligations under this Agreement, whether before or after the Closing, release that party from its liabilities hereunder. No person or entity other than the parties is or shall be entitled to bring any action to enforce any provision of this Agreement against any of the parties, and the covenants and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the parties or their respective successors and assigns as permitted hereunder.

21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

22. **Indemnification.**

a. *By Seller.* After the Closing, Seller shall indemnify, defend and save Buyer and its affiliated entities, harmless against and from all liabilities, claims, actions, suits, proceedings, demands, judgments, losses, damages, costs and expenses (including reasonable attorney's fees) ("**Losses**") resulting from (i) the conduct of business and operations by Seller of the Station prior to the Closing Date, (ii) any liability or obligation of or claim against Seller not expressly

assumed by Buyer hereunder, and/or (iii) any misrepresentation or breach of warranty, representation or covenant contained in this Agreement by Seller.

b. *By Buyer.* After the Closing, Buyer shall indemnify, defend and save Seller and its affiliated entities, harmless against and from all Losses resulting from (i) any misrepresentation or breach of warranty, representation or covenant contained in this Agreement by Buyer, (ii) the conduct of business and operations by Buyer of the Station on or after the Closing Date and/or (iii) the Assumed Liabilities.

c. *Claims Pursuant to Indemnities.* If any claim covered by the foregoing indemnities is asserted against any indemnified party (the "**Indemnatee**"), the Indemnatee shall promptly give the other party (the "**Indemnitor**") notice of such claim, accompanied by evidence demonstrating the Indemnatee's right or possible right to indemnification, including copies of supporting documents relevant thereto. Under no circumstance shall any claim for indemnification hereunder arise until the aggregate amount of all such claims against the Indemnitor exceeds the sum of \$10,000. Each party's liability under this Section 22 shall be capped at \$40,000.

23. **Headings.** The headings of the paragraphs of this Agreement are for the convenience of the parties only, and do not in any way modify, interpret or construe the meaning of the provisions hereof.

24. **Notices.** All notices required or permitted to be given hereunder shall be in writing and shall be effective when delivered by nationally recognized overnight delivery service (e.g., FedEx, UPS) or when transmitted via email (provided that a copy is sent via first-class mail mailed no later than the next business day), in each case addressed as follows:

If to Seller:

Radio Disney Group, LLC
Attention: Drew Korzeniewski
13725 Montfort Drive
Dallas, TX 75240
Email: drew.korzeniewski@disney.com

with a copy to:

The Walt Disney Company
Attention: Matthew McGinnis
500 South Buena Vista Street
Burbank, CA 91521-1260
Email: matthew.mcginis@disney.com

If to Buyer:

Mr. James E. O'Laughlin, President
Catholic Radio Network, Inc.
201 North Industrial Park Road
Excelsior Springs, MO 64024
Email: kccatholic@aol.com

with a copy to:

Dennis J. Kelly, Esquire
Law Office of Dennis J. Kelly
Post Office Box 41177
Washington, DC 20018
Email: dkellyfcclaw1@comcast.net

25. **Survival of Representations, Warranties and Covenants.**

The parties agree that the representations, warranties and covenants made by them herein shall survive the Closing Date for a period of 18 months subsequent to the Closing Date.

26. **Entire Agreement.** The foregoing constitutes the entire and whole agreement of the parties, and may not be modified, amended or changed in any way unless in writing signed by all parties hereto. The failure of any party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof, or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

27. **Signatures; Counterparts.** This Agreement and all agreements to be delivered at Closing may be executed by facsimile or electronically delivered signature, which shall constitute an original signature for all purposes. This Agreement may be signed in one or more counterparts, each of which shall be considered an original counterpart, and shall become a binding Agreement when the parties shall have each executed one counterpart.

[THIS SPACE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS
AGREEMENT AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

SELLER

RADIO DISNEY GROUP, LLC

By Drew Korzeniewski
Drew Korzeniewski
Vice President

BUYER

CATHOLIC RADIO NETWORK, INC.

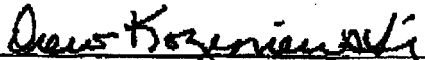
By _____
James E. O'Laughlin
President

Signature page to Asset Purchase Agreement

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS
AGREEMENT AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.


SELLER

RADIO DISNEY GROUP, LLC

By 
Drew Korzeniowski
Vice President

BUYER

CATHOLIC RADIO NETWORK, INC.

By 
James E. O'Laughlin
President

Signature page to Asset Purchase Agreement